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10 **J & J Sports Productions, Inc.**

11 **UNITED STATES DISTRICT COURT**
12 **FOR THE**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14 **SAN JOSE DIVISION**

15 **J & J SPORTS PRODUCTIONS, INC.,**

16 **Plaintiff,**

17 **vs.**

18 **BALBIR SINGH DHILLON, individually and**
19 **d/b/a MCHENRY BAR & RESTAURANT;**
20 **and B.N. RESTAURANT, INC., an unknown**
21 **business entity d/b/a MCHENRY BAR &**
22 **RESTAURANT,**

23 **Defendants.**

Case No.:

COMPLAINT

24 **PLAINTIFF ALLEGES:**

25 **JURISDICTION**

26 1. Jurisdiction is founded on the existence of a question arising under particular statutes.
27 This action is brought pursuant to several federal statutes, including the Communications Act of
28 1934, as amended, Title 47 U.S.C. 605, *et seq.*, and The Cable & Television Consumer Protection
and Competition Act of 1992, as amended, Title 47 U.S. Section 553, *et seq.*, and California B&P
Section 17200, a California state statute.

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1 7. Defendant Balbir Singh Dhillon is an officer of B.N. Restaurant, Inc., which owns and
2 operates the commercial establishment doing business as McHenry Bar & Restaurant operating at
3 415 East El Camino Real, Sunnyvale, California 94087.

4 8. Defendant Balbir Singh Dhillon is the individual specifically identified on the California
5 Alcoholic Beverage and Control license issued for McHenry Bar & Restaurant (ABC # 524603).

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7 9. Plaintiff is informed and believes, and alleges thereon that on May 4, 2013 (the night of the
8 *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Balbir Singh
9 Dhillon had the right and ability to supervise the activities of McHenry Bar & Restaurant, which
10 included the unlawful interception of Plaintiff's *Program*.

11 10. Plaintiff is informed and believes, and alleges thereon that on May 4, 2013 (the night of the
12 *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Balbir Singh
13 Dhillon, as an individual specifically identified as an officer of McHenry Bar & Restaurant, had
14 the obligation to supervise the activities of McHenry Bar & Restaurant, which included the
15 unlawful interception of Plaintiff's *Program*, and, among other responsibilities, had the obligation
16 to ensure that the liquor license was not used in violation of law.

17 11. Plaintiff is informed and believes, and alleges thereon that on May 4, 2013 (the night of the
18 *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Balbir Singh
19 Dhillon specifically directed the employees of McHenry Bar & Restaurant to unlawfully intercept
20 and broadcast Plaintiff's *Program* at McHenry Bar & Restaurant or that the actions of the
21 employees of McHenry Bar & Restaurant are directly imputable to Defendants Balbir Singh
22 Dhillon by virtue of their acknowledged responsibility for the actions of McHenry Bar &
23 Restaurant.

24 12. Plaintiff is informed and believes, and alleges thereon that on May 4, 2013, Defendant
25 Balbir Singh Dhillon as an officer of B.N. Restaurant, Inc. and as an individual specifically
26 identified on the liquor license for McHenry Bar & Restaurant, had an obvious and direct financial
27 interest in the activities of McHenry Bar & Restaurant, which included the unlawful interception of
28 Plaintiff's *Program*.

1 13. Plaintiff is informed and believes, and alleges thereon that the unlawful broadcast of
2 Plaintiff's *Program*, as supervised and/or authorized by Defendant Balbir Singh Dhillon resulted in
3 increased profits for McHenry Bar & Restaurant.

4 14. Plaintiff is informed and believed, and alleges thereon that Defendant, B.N. Restaurant,
5 Inc. is an owner, and/or operator, and/or licensee, and/or permittee, and/or person in charge, and/or
6 an individual with dominion, control, oversight and management of the commercial establishment
7 doing business as McHenry Bar & Restaurant operating at 415 East El Camino Real, Sunnyvale,
8 California 94087.

9 **COUNT I**

10 **(Violation of Title 47 U.S.C. Section 605)**

11 15. Plaintiff J & J Sports Productions, Inc., hereby incorporates by reference all of the
12 allegations contained in paragraphs 1-14, inclusive, as though set forth herein at length.

13 16. Pursuant to contract, Plaintiff J & J Sports Productions, Inc., was granted the exclusive
14 nationwide commercial distribution (closed-circuit) rights to *Floyd Mayweather, Jr. v. Robert*
15 *Guerrero, WBC Welterweight Championship Fight Program*, telecast nationwide on Saturday,
16 May 4, 2013 (this included all under-card bouts and fight commentary encompassed in the
17 television broadcast of the event, hereinafter referred to as the "*Program*").

18 17. Pursuant to contract, Plaintiff J & J Sports Productions, Inc., entered into subsequent
19 sublicensing agreements with various commercial entities throughout North America, including
20 entities within the State of California, by which it granted these entities limited sublicensing rights,
21 specifically the rights to publicly exhibit the *Program* within their respective commercial
22 establishments in the hospitality industry (i.e., hotels, racetracks, casinos, bars, taverns, restaurants,
23 social clubs, etc.).

24 18. As a commercial distributor and licensor of sporting events, including the *Program*,
25 Plaintiff J & J Sports Productions, Inc., expended substantial monies marketing, advertising,
26 promoting, administering, and transmitting the *Program* to its customers, the aforementioned
27 commercial entities.
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1 19. With full knowledge that the *Program* was not to be intercepted, received, published,
2 divulged, displayed, and/or exhibited by commercial entities unauthorized to do so, each and every
3 one of the above named Defendants, either through direct action or through actions of employees
4 or agents directly imputable to Defendants (as outlined in paragraphs 7-14 above), did unlawfully
5 intercept, receive, publish, divulge, display, and/or exhibit the *Program* at the time of its
6 transmission at their commercial establishment in Sunnyvale, California located at 415 East El
Camino Real, Sunnyvale, California 94087.

7
8 20. Said unauthorized interception, reception, publication, exhibition, divulgence, display,
9 and/or exhibition by each of the Defendants was done willfully and for purposes of direct and/or
10 indirect commercial advantage and/or private financial gain.

11 21. Title 47 U.S.C. Section 605, *et seq.*, prohibits the unauthorized publication or use of
12 communications (such as the transmission of the *Program* for which Plaintiff J & J Sports
13 Productions, Inc., had the distribution rights thereto).

14 22. By reason of the aforesaid mentioned conduct, the aforementioned Defendants, and each of
15 them, violated Title 47 U.S.C. Section 605, *et seq.*

16
17 23. By reason of the Defendants' violation of Title 47 U.S.C. Section 605, *et seq.*, Plaintiff J &
18 J Sports Productions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section 605.

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20 24. As the result of the aforementioned Defendants' violation of Title 47 U.S.C.
21 Section 605, and pursuant to said Section 605, Plaintiff J & J Sports Productions, Inc., is entitled to
the following from each Defendant:

- 22 (a) Statutory damages for each willful violation in an amount to
23 \$100,000.00 pursuant to Title 47 U.S.C. 605(e)(3)(C)(ii), and also
24
25 (b) the recovery of full costs, including reasonable attorneys' fees,
26 pursuant to Title 47 U.S.C. Section 605(e)(3)(B)(iii).

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1 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

2 **COUNT II**

3 **(Violation of Title 47 U.S.C. Section 553)**

4 25. Plaintiff's hereby incorporates by reference all of the allegations contained in paragraphs 1-
5 24, inclusive, as though set forth herein at length.

6 26. The unauthorized interceptions, reception, publication, divulgence, display, and/or
7 exhibition of the *Program* by the above named Defendants was prohibited by Title 47 U.S.C.
8 Section 553, *et seq.*

9 27. By reason of the aforesaid mentioned conduct, the aforementioned Defendants, and each of
10 them, violated Title 47 U.S.C. Section 553, *et seq.*

11 28. By reason of the Defendants' violation of Title 47 U.S.C. Section 553, *et seq.*, Plaintiff J &
12 J Sports Productions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section 553.

13 29. As the result of the aforementioned Defendants' violation of Title 47 U.S.C. Section 553,
14 Plaintiff J & J Sports Productions, Inc., is entitled to the following from each Defendant:

15 (a) Statutory damages for each violation in an amount to
16 \$10,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(A)(ii); and also

17 (b) Statutory damages for each willful violation in an amount to
18 \$50,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(B); and also

19 (c) the recovery of full costs pursuant to Title 47 U.S.C. Section 553
20 (c)(2)(C); and also

21 (d) and in the discretion of this Honorable Court, reasonable
22 attorneys' fees, pursuant to Title 47 U.S.C. Section 553 (c)(2)(C).

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30. Plaintiff's hereby incorporates by reference all of the allegations contained in paragraphs 1
29, inclusive, as though set forth herein at length.

(Conversion)

31. By their aforesaid acts of interception, reception, publication, divulgence, display, and/or exhibition of the *Program* at their commercial establishment at the above-captioned address, the aforementioned Defendants, and each of them, tortuously obtained possession of the *Program* and wrongfully converted same for their own use and benefit.

32. The aforesaid acts of the Defendants were willful, malicious, egregious, and intentionally designed to harm Plaintiff J & J Sports Productions, Inc., by depriving Plaintiff of the commercial license fee to which Plaintiff was rightfully entitled to receive from them, and in doing so, the Defendants subjected the Plaintiff to severe economic distress and great financial loss.

33. Accordingly, Plaintiff J & J Sports Productions, Inc., is entitled to both compensatory, as well as punitive and exemplary damages, from aforementioned Defendants as the result of the Defendants' egregious conduct, theft, and conversion of the *Program* and deliberate injury to the Plaintiff.

(Violation of California Business and Professions Code Section 17200, *et seq.*)

34. Plaintiff hereby incorporates by reference all of the allegations contained in Paragraphs 1
33, inclusive, as set forth herein at length.

35. By contract, Plaintiff J & J Sports Productions, Inc., was granted exclusive domestic commercial exhibition closed-circuit rights to the *Program*.

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1 36. Plaintiff did not authorize transmission, interception, reception, divulgence, exhibition, or
2 display of the *Program* to the general public, persons at large, or to the commercial
3 establishment operated by the foregoing Defendants, or any of them.

4 37. With full knowledge that the Program was not to be intercepted, received, published,
5 divulged, displayed, and/or exhibited by commercial entities unauthorized to do so, each and every
6 one of the above named Defendants either through direct action or through actions of employees or
7 agents directly imputable to Defendants by virtue of their respective positions and authority did
8 unlawfully intercept, receive, publish, divulge, display, and/or exhibit the Program at the real time
9 transmission of the *Program's* broadcast at the commercial establishment, as more particularly
10 indicated and identified above.

11 38. Plaintiff is informed and believes and alleges thereon that the Defendants and/or their
12 agents, servants, workmen, or employees performed the aforementioned acts knowingly, willfully
13 and to confer a direct or indirect commercial advantage and/or pirate financial gain to the
14 Defendants, to the detriment and injury of Plaintiff and its business enterprise as a commercial
15 distributor and closed-circuit licensor of sports and entertainment television programming.

16 39. The Defendants' unauthorized interception, publication, divulgence and/or exhibition was
17 done by the Defendants wantonly, recklessly, and without regard whatsoever for the intellectual
18 property rights of the Plaintiff.

19 40. The aforementioned unlawful acts of each of the Defendants constituted, unlawful, untrue,
20 fraudulent, predatory, unfair, and deceptive trade practices, and by reason of the aforementioned
21 conduct, the Defendants, and each of them, violated California and Professions Code Section
22 17200, *et seq.*

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24 41. As a proximate result of the aforementioned acts attributable to the Defendants, Plaintiff has
25 been permanently deprived of the patronage of current, previous and potential customers of the
26 sports and entertainment programming it licenses commercially to the hospitality industry, all to its
27 severe financial injury and loss in a sum to be determined at trial.
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42. By reason of the Defendants' violation of California Business and Professions Code Section 17200, *et seq.*, Plaintiff J & J Sports Productions, Inc. is entitled to restitution for its injuries, the disgorgement and turn-over of the Defendants' ill-gotten gains, as well as injunctive and declaratory relief, from each of the aforementioned Defendants as may be made more appropriately determined at trial.

43. Plaintiff is entitled to its attorneys' fees from the Defendants for enforcing California Business and Professions Code Section 17200 as it meets the standards of a private attorney general as specifically and statutorily defined under California Civil Procedure Section 1021.5.

WHEREFORE, Plaintiff prays for judgment as set forth below.

As to the First Count:

1. For statutory damages in the amount of \$110,000.00 against the Defendants, and each of them, and
2. For reasonable attorneys' fees as mandated by statute, and
3. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and
4. For such other and further relief as this Honorable Court may deem just and proper;

As to the Second Count:

1. For statutory damages in the amount of \$60,000.00 against the Defendants, and each of them, and;
2. For reasonable attorneys' fees as may be awarded in the Court's discretion pursuant to statute, and;
3. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and;
4. For such other and further relief as this Honorable Court may deem just and proper.

As to the Third Count:

1. For compensatory damages in an amount according to proof against the Defendants, and each of them, and;

2. For exemplary damages against the Defendants, and each of them, and;
3. For punitive damages against the Defendants, and each of them, and;
4. For reasonable attorneys' fees as may be awarded in the Court's discretion pursuant to statute, and;
5. For all costs of suit, including but not limited to filing fees, service of process fee, investigative costs, and;
6. For such other and further relief as this Honorable Court may deem just and proper.

As to the Fourth Count:

1. For restitution to the Plaintiff in an amount according to and from the Defendants, for their ill-gotten gains, and;
2. For declaratory relief, and;
3. For prohibitory and mandatory injunctive relief, and;
4. For reasonable attorneys' fees as may be awarded in the Court's discretion pursuant to statute, and;
5. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and;
6. For such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted

Dated: April 17, 2014

/s/ Thomas P. Riley

LAW OFFICES OF THOMAS P. RILEY, P.C.

By: Thomas P. Riley

Attorneys for Plaintiff

J & J Sports Productions, Inc.